



ROBERT B. TAYLOR
Acting Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2728



April 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH SENTINEL OFFENDER SERVICES
TO PROVIDE AN ADULT ELECTRONIC MONITORING PROGRAM
FOR THE COUNTY OF LOS ANGELES
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached contract with Sentinel Offender Services to provide an adult electronic monitoring program for the County of Los Angeles for a twelve-month period commencing June 1, 2006 through May 31, 2007, with an option to extend the term for four additional twelve-month periods and one six-month period, fully financed by user fees.
2. Delegate authority to the Chief Probation Officer to execute modifications extending the contract term for four additional twelve-month periods and one six-month period, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer to prepare and execute modifications to the contract not to exceed 10% of the administrative fee and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Administrative Office in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to obtain approval of a contract (Attachment I) with Sentinel Offender Services to provide an adult electronic monitoring program for the County of Los Angeles Probation Department. The proposed contract will commence following approval by your Board on June 1, 2006.

Probation has administered an adult electronic monitoring program provided by private companies since October 13, 1992. The program provides supervision to offenders regardless of their ability to pay. Participants may be referred to the program by deputy probation officers, attorneys, sheriff, or directly from the court. All participants must be processed through the Probation Department for assessment prior to being referred to the program.

Implementation of Strategic Plan Goals:

The recommended actions are consistent with the principles of the County Strategic Plan, Organizational Goal #3: Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented. Specifically, this project will enhance the Department's ability to monitor and supervise probationers, thus increasing the organizational effectiveness of the Department.

FISCAL IMPACT/FINANCING:

This contract will result in no net County cost. Program costs are paid by individuals being monitored, according to their ability to pay and subject to payment by the contractor to the County of a non-refundable administrative fee in the amount of \$57 per individual assessment to offset Probation Department overhead.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Probation has contracted for an adult electronic monitoring program since October 13, 1992. The proposed contract with Sentinel Offender Services is for an initial 12-month term, with options to extend for four additional 12-month periods and one six-month period.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, this contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of this contract and during the life of the contract.

In accordance with the Chief Administrative Office memorandum dated October 6, 1997, this contract contains County requirements regarding the hiring of participants of the GAIN/GROW program.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, this contract contains County requirements regarding contractor non-responsibility and debarment.

There is no departmental employee relations impact since this is not a Proposition A contract and this program has been provided by a private contractor since 1992.

CONTRACTING PROCESS:

To solicit for these services, a Request for Proposals (RFP) was issued on December 2, 2005. During the solicitation and competitive negotiation process, letters were sent to approximately 40 electronic monitoring providers and advertisements were run in the Los Angeles Times, Compton Bulletin and Lynwood Journal. Notice of the solicitation was also made available on the County Internal Services Department's Web Internet site (see Attachment II). The evaluation factors listed in the RFP included the proposer's qualifications such as background, experience, work history and references; plan for providing services; and quality control plan. As a result, three potential providers requested copies of the RFP, seven registered for the mandatory proposer's conference, and six attended the conference. Proposals were received on January 13, 2006 from Behavioral Interventions, Inc. and Sentinel Offender Services.

Consistent with the RFP, the two proposals were first screened in an initial "pass/fail" review to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. Both proposals passed the initial screening process and were objectively evaluated by a committee made up of Probation and other Los Angeles County staff.

The Honorable Board of Supervisors
April 20, 2006
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The proposals were scored by the evaluation committee using a point system which rated the proposal against each of the evaluation criteria. Sentinel's proposal received the highest rating by the evaluation committee. Sentinel clearly demonstrated its ability to meet the needs of the Department. Its staff is well experienced; and the Project Director has exceptional qualifications that exceed the requirements. Sentinel's detailed written approach to providing required services gave a clear understanding of its plan. The firm outlined a complete quality control plan with a back up system. A contract with Sentinel is recommended because its proposal is the most beneficial to the County based on its level of service and corporate capability.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

All services cited above will be provided at no net cost to the County. This contract will continue the current level of services.

CONCLUSION

It is requested that executed copies of the contract be forwarded to:

Probation Department
9150 E. Imperial Hwy. Rm. A66
Downey, CA 90242
Attention: Yolanda Young, Director

Sentinel Offender Services
220 Technology Dr. Ste. 200
Irvine, CA 92618
Attention: Robert Contestabile, President

Respectfully submitted,



ROBERT B. TAYLOR
Acting Chief Probation Officer

RBT:vm

Attachments (2)

c: Chief Administrative Officer
County Counsel

Bid Information

Bid Number : 6400509

Bid Title : Electronic Monitoring Program

Bid Type : Service

Department : Probation

Commodity : CORRECTIONAL SERVICES

Open Date : 12/2/2005

Closing Date : 1/13/2006 12:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The County of Los Angeles Probation Department is requesting proposals from qualified PROPOSERS to provide services necessary to operate a continuous electronic monitoring program (EMP) of adult offenders throughout the County of Los Angeles. The successful PROPOSER will be responsible for the following: (1) providing staff necessary to monitor and document the activities of the program participants on a daily 24 hour continuous basis, (2) notifying appropriate authorities by standardized reports of a participant's compliance, or lack thereof, to these requirements, (3) providing and maintaining highly dependable electronic monitoring equipment (including, but not limited to, radio frequency and GPS) deemed appropriate by the County to ensure that program participants are monitored on a daily twenty-four (24) hour continuous basis, (4) providing a sufficient number of branch offices located in various geographic locations within the North, South, East and West regions of the County .

Interested and qualified CONTRACTORS who have demonstrated their experience in providing services of this type are invited to participate in this solicitation process. A mandatory proposer's conference is scheduled for Tuesday, December 20, 2005 @ 9:00 a.m. at the Lynwood Regional Justice Center Auditorium, 11701 Alameda St. Lynwood, CA 90262. For a copy of RFP# 6400509, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the mandatory proposer's conference, contact Venezia Mojarro at (562) 940-2677 by 12:00 p.m., Monday, December 19, 2005. Deadline for submitting proposals is 12:00 p.m. PST on Friday, January 13, 2005.

Contact Name : Venezia Mojarro

Contact Phone# : (562) 940-2677

Contact Email : venezia.mojarro@laprob.org

Last Changed On : 12/5/2005 9:24:30 AM

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ATTACHMENT I



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SENTINEL OFFENDER SERVICES, LLC

FOR

ELECTRONIC MONITORING PROGRAM

CONTRACT TERM
June 1, 2006 to June 30, 2007

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- K NOTICE TO EMPLOYER REGARDING THE FEDERAL EARNED INCOME CREDIT
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- N PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
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CONTRACT

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND

SENTINEL OFFENDER SERVICES, LLC TO PROVIDE AN ELECTRONIC MONITORING PROGRAM

This Contract and Exhibits made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Sentinel Offender Services, LLC located at 220 Technology Drive, Suite 200, Irvine, California 92618, hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS, the County of Los Angeles, through its probation officer, is required by various state laws to supervise persons placed on Probation; and

WHEREAS, the County of Los Angeles, through its probation officer, is authorized under California Penal Code Section 1203.14 and 1208, Welfare and Institutions Code Section 236, and SB619 (Speier) and otherwise to engage in activities designed to supervise persons placed on probation and to prevent adult delinquency such as contemplated by this contract; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing electronic monitoring program warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for provision of such services based upon competitive negotiation CONTRACTOR has been selected for recommendation by the Probation Officer for award of such contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, J, K, L, M, N., O, P, Q, R, S, and T are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B Intentionally Omitted
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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- 1.12 EXHIBIT L Performance Requirements Summary Chart
- 1.13 EXHIBIT M Contract Discrepancy Report

Unique Exhibits

- 1.14 EXHIBIT N Proposer's Organization Questionnaire/Affidavit
- 1.15 EXHIBIT O Determination of Contractor's No-Responsibility and Contractor Debarment Ordinance
- 1.16 EXHIBIT P Listing of Contractors Debarred in Los Angeles County
- 1.16 EXHIBIT Q Certification of No Conflict of Interest
- 1.17 EXHIBIT R Familiarity with the County Lobbyist Ordinance Certification
- 1.18 EXHIBIT S Attestation of Willingness to Consider GAIN/GROW Participants
- 1.19 EXHIBIT T Contractor Employee Jury Service Program Certification Form and Application for Exception

Required Exhibits

This Contract, the Exhibits and the CONTRACTOR'S proposal, incorporated herein by reference, dated January 13, 2006 hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility of monitoring the contract and the CONTRACTOR. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **Contract Contract Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract.
- 2.6 **County Program Manager:** Person designated by County to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this contract shall commence June 1, 2006 through June 30 2007 following Board approval for a twelve (12) month period. It may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.
- 4.2 The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3 Contractor shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Probation.

5.0 CONTRACT PAYMENTS

- 5.1 The contract payments under the terms of this contract will be the total monetary amount payable by CONTRACTOR to COUNTY for administrative services.
- 5.2 CONTRACTOR will pay the Probation Department a non-refundable fee in the amount of \$57.00 per assessment. The COUNTY reserves the right to review and adjust the fee amount on an annual basis prior to contract renewal.
- 5.3 Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- ensuring that the objectives of this Contract are met;
- facilitating changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4 Change Notices and Amendments;
- meeting with CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- overseeing the day-to-day administration of this Contract.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S Contract Monitor

The COUNTY'S Program Monitor is responsible for the monitoring of the contract and the CONTRACTOR, also for providing reports to County's Contract Manager and County Program Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director. The CONTRACTOR'S Project Director for this contract is Lupe Martinez. The Project Director or an approved alternate shall be available for telephone or pager contact twenty-four (24) hours a day, Monday through Sunday, including all COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with COUNTY and have access to technical assistance at all times.

- 7.1.1 When contract work is being performed at times other than described above, or when the Project Director cannot be present and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.
- 7.1.2 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.
- 7.1.3 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 7.1.4 The Project Director must have a minimum of two (2) years demonstrated previous experience within the last five (5) years providing the contracted services.
- 7.1.5 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

7.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.

7.2.1 Other CONTRACTOR Personnel

- 7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.
- 7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Exhibit J).

7.2.2 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

7.3 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.3.1 through 7.3.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 7.3.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 7.3.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

- 7.3.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.3.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 7.3.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.3.6 The CONTRACTOR shall submit the names of its employees to the Contract Manager prior to the employee starting work on this contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving clearance from COUNTY.**
- 7.3.7 Because COUNTY is charged by the State for checking the criminal records of CONTRCATOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

7.4 Confidentiality

- 7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.4.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.3 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those

authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.4.4. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.4.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

7.5 Nepotism

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Chief Probation Officer.

8.1.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and the Chief Probation Officer.

- 8.1.3 The Chief Probation Officer, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer.
- 8.1.4 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.1.5 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

8.2 Assignment and Delegation

- 8.2.1 CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR."

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within (30) thirty calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D Contractor's EEO Certification*.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain/Grow Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 CONTRACTOR Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should

be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. (Refer to Exhibit I)

8.14 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to

8.15 COUNTY'S Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to COUNTY Facilities, Buildings or Grounds

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other

liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent CONTRACTOR Status

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.21.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.5 – Confidentiality.

8.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Venezia Mojarro, Contract Analyst
County of Los Angeles Probation Department
Contracts and Grants Management Division
9150 East Imperial Highway, Room B-62
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- A. Specifically identify this Contract;
- B. Clearly evidence all coverages required in this Contract;
- C. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- D. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- E. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of

insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- A. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- B. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- C. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- D. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- A. The Contractor providing evidence of insurance covering the activities of subcontractors, or

- B. The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 Insurance Coverage Requirements

- 8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

- 8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 8.24.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

- 8.24.4 Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. Such coverage shall be continued for two years beyond the expiration of the Agreement, or the policy shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- 8.24.5 Crime Coverage-** insurance in an amount of not less than one hundred thousand dollars (\$100,000) covering against loss of money, securities, or other property related to hereunder which may result from employee dishonesty, forgery, alteration, theft, disappearance, and destruction, burglary and robbery.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may bill the Contractor for work not performed. The work not performed and the amount to be billed to the Contractor by the County will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:

(a) Bill the Contractor an additional fee

(b) Bill for liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in Exhibit L hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be billed to the Contractor by the County, as determined by the County.

- 8.25.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as an additional fee to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict Probation from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. (Refer to Exhibit K)

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 Notices

- 8.33.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated below, or such other place as may be hereinafter

designated in writing by CONTRATOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA. 90242

Written notice shall be sent to CONTRACTOR'S Project Director addressed as follows:

Sentinel Offender Services
17443 Lakewood Blvd.
Bellflower, CA 92618
Attn: Lupe Martinez, Project Manager
Phone Number: (562) 272-4288

8.33.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.33.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California

Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.37 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to

its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the

County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-County contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 Subcontracting

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A. A description of the work to be performed by the subcontractor;
 - B. A draft copy of the proposed subcontract; and
 - C. Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Venezia Mojarro, Contract Analyst
County of Los Angeles Probation Department
Contracts and Grants Management Division
9150 East Imperial Highway, Room B-62
Downey, California 90242

before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.
- 8.41.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 8.41.5 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.41.6 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in the CONTRACTOR'S program.

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- A. Contractor has materially breached this Contract;
- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them,

the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41-Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Probation, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of COUNTY Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 Unique Terms and Conditions

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Ownership of Materials, Software and Copyright

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this

Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.4.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract County will not be obligated to Contractor in any way under Sub-paragraph 9.4.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this Sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 Patent, Copyright & Trade Secret Indemnification

- 9.5.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors


ATTEST:
SACHI A. HAMAI
~~VIOLET VARONA LUKENS~~
Executive Officer and Clerk
Board of Supervisors

By _____
Deputy

CONTRACTOR:
By  _____
Name
J. CONTESTABILE
Typed or Printed Name
 _____
Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Gordon W. Trask
Principal Deputy
County Counsel

STANDARD EXHIBITS

- A Statement Of Work
- B Intentionally Omitted
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Forms Required At The Time Of Contract Execution
 - G2 Contractor Employee Acknowledgment
 - G3 Contractor Non-Employee Acknowledgment
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Confidentiality Of CORI Information
- K Notice To Employer Regarding The Federal Earned Income Credit
- L Performance Requirements Summary Chart
- M Contract Discrepancy Report

UNIQUE EXHIBITS

- N Proposer's Organization Questionnaire/Affidavit
- O Determinations Of Contractor Non-Responsibility And Contractor Debarment Ordinance
- P Listing Of Contractors Debarred In Los Angeles County
- Q Certification Of No Conflict of Interest
- R Familiarity With The County Lobbyist Ordinance Certification
- S Attestation Of Willingness To Consider GAIN/GROW Participants
- T Contractor Employee Jury Service Program Certification Form and Application for Exception

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The CONTRACTOR shall provide services necessary to operate a continuous electronic monitoring program for adult offenders throughout the County of Los Angeles. The CONTRACTOR will comply with the Probation Department's Electronic Monitoring Program (EMP) Operational Procedures Manual in completing the required functions of the EMP. The CONTRACTOR shall be responsible for the following:
 - 1.1.1 Provide staff necessary to monitor and document the activities of the program participants on a daily twenty-four (24) hour continuous basis to determine if they are in compliance with all conditions of the sentencing court and/or program requirements.
 - 1.1.2 Notify appropriate authorities by standardized reports of a participant's compliance, or lack thereof, to these requirements within established time frames, as described in Section 2.0 below, Specific Tasks.
 - 1.1.3 Maintain complete and accurate records relating to participants' compliance to orders of the court and program requirements, as well as issuance, replacement and maintenance of equipment.
 - 1.1.4 Maintain complete and accurate financial records relating to CONTRACTOR'S program operational income and expenses and participants' financial assessments and payment information.
 - 1.1.5 Provide and maintain highly dependable continuous electronic monitoring equipment (including, but not limited to, radio frequency and GPS) deemed appropriate by the Probation Department to ensure that program participants are monitored on a daily twenty-four (24) hour continuous basis.
 - 1.1.6 Provide installation and removal of all electronic monitoring equipment within established time frames as described in Section 2.0 below, Specific Tasks.
 - 1.1.7 Advise the Probation Department of any and all innovations and new equipment in the electronic monitoring industry as the information becomes available.
 - 1.1.8 Provide that the Project Director and/or appropriate staff be available, at no cost to the County, to testify regarding a program participant, if required in any judicial proceeding.

- 1.2 The CONTRACTOR shall perform to the standards in Exhibit L, Performance Requirements Summary Chart.

1.3 Program Objective

The CONTRACTOR will provide complete and highly reliable continuous electronic monitoring/home detention services as an effective alternative to incarceration, detention, or court sanction.

1.4 Target Population

This program will basically serve as a sanction for adult offenders from COUNTY Courts, Jail, or Probation. This population will be continuously monitored, using radio frequency and various levels of passive and active GPS technologies, at the COUNTY'S sole discretion. Participants will include low to high-risk offenders who will be placed on continuous electronic monitoring.

Handicapped offenders or those with medical restrictions might also participate, as well as caretakers of others who may need to remain at home.

CONTRACTOR shall not solicit or accept participants to this program without referral from the Probation Department. Any participants referred to CONTRACTOR directly shall be immediately referred by CONTRACTOR to the Probation Department for assessment and proper assignment.

1.5 Target Area

Any area within the State of California where a program participant resides while under the jurisdiction of Los Angeles County courts.

In the event more than one (1) CONTRACTOR is awarded a contract under this RFP, CONTRACTOR'S area of operation will be designated by the Probation Department. CONTRACTORS are required to provide a plan that demonstrates their ability to monitor program participants residing within the State of California. The plan should include current and proposed corporate offices, monitoring centers and branch offices where participants would report.

CONTRACTOR shall be responsible for providing a sufficient number of branch offices located in various geographic locations within the County of Los Angeles. Due to the geographic size of the COUNTY, a minimum of four branch offices, located in the North, South, East and West region of the COUNTY are optimal. COUNTY may agree to a lower number of

offices, based on their geographical location and CONTRACTOR'S overall demonstrated ability to provide the required services from the proposed locations.

- 1.6 CONTRACTOR shall have the ability to provide various levels of passive and active Global Positioning System (GPS) monitoring equipment in addition to any other monitoring equipment being proposed for use by CONTRACTOR.

1.7 Publication Review

The COUNTY reserves the right to review and approve all publications and advertisements regarding this program prior to release in accordance with Contract, Section 8.36 (PUBLICITY).

2.0 SPECIFIC TASKS

- 2.1 CONTRACTOR shall provide services necessary to operate an electronic monitoring program (EMP) of adult offenders throughout the County of Los Angeles. EMP participants may reside in all areas of the State of California. The program will consist of orientation, enrollment, consultation, monitoring, specified equipment, installation and support services for program participants. Consultation will consist of:
 - 2.1.1 The CONTRACTOR sharing with the COUNTY information relating to research findings and new developments in the electronic monitoring industry.
 - 2.1.2 Meeting, in person, with the program participant described in Section 2.4 below.
- 2.2 The CONTRACTOR will be responsible for the daily twenty-four (24) hour continuous electronic monitoring of program participants. The CONTRACTOR will be expected to provide:
 - 2.2.1 Means of verifying all departures from and returns to the place of confinement
 - 2.2.2 Notification to the designated authorities of the probable violation of program conditions within the time limits established by the COUNTY.
 - 2.2.3 Various levels of passive and active monitoring consistent with specific COUNTY needs.

2.3 COUNTY Requires CONTRACTOR to include the following:

- 2.3.1 Receiver must be equipped with a minimum twenty-four (24) hour battery back-up and low battery alarm feature.
- 2.3.2 Receiver must be sealed and have a tamper feature.
- 2.3.3 Transmitter and/or tracking equipment attached to the participant will be as inconspicuous as possible.
- 2.3.4 Transmitter and/or tracking equipment must have a low battery alarm feature.
- 2.3.5 The battery life of the transmitter and/or tracking equipment and receiver must either be sufficient to last throughout the entire term of the participant's sentence or the battery must be replaced within twenty-four (24) hours of a "low battery" alarm received, prior to battery failure.
- 2.3.6 Transmitter and/or tracking equipment strap must be equipped with tamper alarm and have adjustable sizing.
- 2.3.7 Transmitter and/or tracking equipment must be water resistant and hypoallergenic.
- 2.3.8 Transmitter and/or tracking equipment attached to program participant will have a non-erasable unit serial number.
- 2.3.9 Transmitter and/or tracking equipment attached to program participant will have program identification label identifying the CONTRACTOR and giving a central telephone number.
- 2.3.10 All monitoring activity from equipment at participant's residence shall be reported to CONTRACTOR monitoring center through a toll free telephone line.
- 2.3.11 Monitoring system software must be password protected.
- 2.3.12 Monitoring system must have flexible curfew scheduling capability.
- 2.3.13 Monitoring system must provide for twenty-four (24) hour pager alert for branch managers.
- 2.3.14 Monitoring system must provide expansion capability and Internet access.

2.3.15 Monitoring system must provide custom event printouts.

2.3.16 Central monitoring computer must be set to perform an automatic monitor check-in with the field-monitoring device a maximum of every four (4) hours. If check-in is not received within five (5) hours, a documented monitor response is required.

- 2.4 COUNTY shall furnish CONTRACTOR with the Probation Department's EMP Operational Procedures Manual at the mandatory PROPOSER'S conference. The manual contains guidelines as well as specific standards for the required services. Additional procedures may be added to the manual, in the form of memoranda from COUNTY to CONTRACTOR, throughout the term of the contract. The procedures manual, as well as subsequent procedures memoranda, shall be considered part of the contract.

CONTRACTOR shall comply with the Probation Department's EMP Operational Procedures Manual to assist in completing the required functions of the EMP as approved by COUNTY.

CONTRACTOR will provide and document the following support services:

2.4.1 Enroll program participants within specified time frames.

2.4.2 Provide program participants with written program rules, regulations, participant complaint procedures, fee adjustment procedures, and equipment instructions at the time of enrollment.

2.4.3 Obtain program participant's written consent to participate in the program and to comply with the rules and regulations of the program at the time of enrollment.

2.4.4 Complete financial assessment forms during program orientation to determine participant's ability to pay daily program fee utilizing a sliding fee scale, provide the participant with written procedures for fee reduction requests. CONTRACTOR shall not deny participation to any person based on inability to pay daily program fee.

2.4.5 Once an agreement to pay a specified amount has been reached with the participant, obtain participant's signature on a fee agreement form.

- 2.4.6 If participant willfully fails to pay program fees after signing a fee agreement, and has not requested a fee reduction evaluation, CONTRACTOR may terminate participant as outlined in the Probation's EMP Operational Procedures Manual.
- 2.4.7 Establish and maintain participant case files in compliance with Probation's EMP Operational Procedures Manual. All case files shall remain under the jurisdiction of Probation.
- 2.4.8 Assign and install active monitoring equipment, utilizing a random contact back-up system, to all participants within established time frames.
- 2.4.9 Participants assessed by Probation shall meet in person with a case manager as specified in the Probation's EMP Operational Procedures Manual.
- 2.4.10 Monitor participant's adherence to the electronic monitoring program rules and regulations and report compliance and noncompliance to appropriate authorities as described in Probation's EMP Operational Procedures Manual.
- 2.4.11 Track and report participant's adherence to orders of the court or program guidelines.
- 2.4.12 Provide statistical data as described in Probation's EMP Operational Procedures Manual.
- 2.4.13 Provide for installation and removal of equipment within established time frames.
- 2.4.14 Provide repair and/or replacement of equipment within twenty-four (24) hours of discovery of a malfunction. Approved procedures must be followed to monitor client during period of time equipment is not functioning properly.
- 2.4.15 Provide immediate, documented telephonic response to tamper alarms. After initial contact, place documented telephone calls to the participant every two (2) hours until tamper is reset or transmitter replaced. Replacement, if necessary, must occur within twenty-four (24) hours of initial tamper alarm. Replacements, repairs and resets must be documented.

- 2.5 Citing specific authoritative accounting sources as a basis, CONTRACTOR shall develop written policy and procedures that specify the methods used for the receiving, safeguarding, disbursing, and recording of funds. CONTRACTOR'S accounting procedures must minimize loss, mismanagement, and theft and must provide for "audit trails". A copy of the policy and procedures must be included in the proposal.
- 2.6 CONTRACTOR shall maintain complete and accurate records regarding:
 - 2.6.1 Contractor program expense and income information
 - 2.6.2 Participant orientation, enrollment and financial assessment and payment information
 - 2.6.3 Participant compliance or lack of compliance
 - 2.6.4 Staff training
 - 2.6.5 Assignment, installation, replacement, and removal of participant's electronic monitoring equipment
- 2.7 CONTRACTOR shall provide a computerized electronic monitoring equipment inventory and maintenance service of each piece of equipment used within this program, including all repairs and/or replaced equipment.
- 2.8 CONTRACTOR shall be available, at no cost to the COUNTY, when and if testimony regarding a program participant is required in any judicial proceeding.
- 2.9 CONTRACTOR shall provide access, at any time, for Probation staff to inspect records, offices or facilities being maintained in conjunction with this program.
- 2.10 CONTRACTOR shall provide other services found to be necessary relating to the operation of an electronic monitoring program, including but not limited to random contact monitoring equipment and approved breath alcohol testing device, either separately, or in conjunction with electronic monitoring.
- 2.11 CONTRACTOR shall follow approved procedures to document the receipt and resolution of client disputes. Any disputes not resolved through this process within ten (10) business days of the receipt of the dispute by the CONTRACTOR will be referred to the COUNTY Contract Manager for mediation.

- 2.12 CONTRACTOR shall Investigate and respond to COUNTY in writing within ten (10) business days from receipt of complaint whenever COUNTY refers a complaint. The response shall include a statement of the facts, whether allegation is true or false, corrective action taken or planned if applicable and controls to prevent reoccurrence of the problem.
- 2.13 COUNTY shall provide Probation staff with duties that include, but are not limited to:
 - 2.13.1 Evaluating defendants referred by the court, sheriff, deputy probation officer to determine suitability for the electronic monitoring program. This evaluation process will include:
 - 2.13.1.1 Interviewing defendant and determine eligibility for program participation
 - 2.13.1.2 Accessing, interpretation and evaluation of criminal history information
 - 2.13.1.3 Completing a risk assessment scale
 - 2.13.1.4 Reporting defendant's suitability for program participation to the court, sheriff, or deputy probation officer, if applicable, and the contractor
 - 2.13.2 Acting as liaison and consultant between Probation, CONTRACTOR, Sheriff, and the Court. This will include:
 - 2.13.2.1 Meeting with Courts and other criminal justice agency representatives
 - 2.13.2.2 Conducting on-site inspections and audits to review and monitor all program components, including, but not limited to, participant case files, monitoring records, and other records to ensure CONTRACTOR compliance to contract provisions.

2.14 Office Locations

If CONTRACTOR contemplates opening any new referral offices subsequent to the date of a contract award, CONTRACTOR shall submit all proposed referral office locations to the Probation Department for approval prior to establishing a permanent location. All such referral offices must be located at least two hundred fifty (250) yards from any residential area, park, school, or other area or structure where children are reasonably likely to congregate.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 CONTRACTOR will provide a written plan describing how its systems will be tested and how performance standards will be met. The plan shall include a functional performance test and an evaluation of the monitoring equipment, with documented results. Each time the equipment is issued to a program participant.
- 3.2 An Inspection system covering all the services listed in the Performance Requirements Summary (Technical Exhibit 1) It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 3.3 A computerized method of tracking equipment inventory, maintenance, battery life, and service records specific to each piece of equipment in accordance with the suggested manufacturer maintenance specifications.
- 3.4 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.5 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.38 of Sample Contract, "Record Retention and Inspection".
- 3.6 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 3.7 The methods for assuring that confidentiality of adult and juvenile records are maintained while in the care of CONTRACTOR'S employees.
- 3.8 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Technical Exhibit 1, "Performance Requirements Summary"*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.
- 4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

4.4 Self-Monitoring Reports

4.4.1 Monthly

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager by the 10th working day of the month following the month in which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.4.2 Quarterly

CONTRACTOR shall produce for each three-month period ending March 31, June 30, September 31 and December 31 and for each part of such period during the contract term, informational reports that indicate the level and type of services rendered for the Probation Department. Including the following:

- The number of participants enrolled for the quarter
- The number of assessments for the quarter
- The total amount collected from participants for the quarter
- The number of indigent participants
- The number of units not returned or returned damaged

The CONTRACTOR will forward this report to the COUNTY'S Contract Director by the 10th working day of the month following the quarter in which the services were rendered. Report format and content is subject to final COUNTY review and approval

4.5 Contract Discrepancy Report (*Technical Exhibit 2*)

Verbal notification of a Contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

5.0 DEFINITIONS

- 5.1 Ability to Pay - As used herein, the term "ability to pay" shall mean the overall capability of the person to reimburse the costs, or a portion of the costs, of providing program services and shall include, but shall not be limited to, consideration of all of the following factors:
- 5.1.1 Present financial position.
 - 5.1.2 Reasonably discernible future financial position. In no event shall the CONTRACTOR consider a period of more than six (6) months from the date of acceptance into the program for purposes of determining reasonable discernable future financial position.
 - 5.1.3 Likelihood that the person shall be able to obtain employment within the six (6) month period from the date of acceptance into the program.
 - 5.1.4 Any other factor that may bear upon the person's financial capability to reimburse the CONTRACTOR for the cost of the program
- 5.2 Abscond - As used herein, the term "abscond" shall mean a violation of curfew guidelines and inability to be electronically monitored for more than four (4) hours.
- 5.3 Breath Alcohol Testing Device – As used herein, is an approved device to test the breath alcohol level of program participants.
- 5.4 Assessment - As used herein, the term "assessment" shall refer to an evaluation of a defendant referred to Probation to determine suitability for participation in the electronic monitoring program.
- 5.5 Branch Manager – As used herein, the term "Branch Manager" shall mean an employee of the CONTRACTOR whose responsibility is to manage the activities of a branch office.
- 5.6 Case Manager - As used herein, the term "Case Manager" shall mean an employee of the CONTRACTOR whose responsibility it is to provide the highest level of service to the courts and to ensure community safety. A case manager's duties include, but are not limited to, providing the participant with program rules and regulations; assessing participant's ability to pay program fees; ongoing monitoring and documenting the participants' compliance, or lack thereof, to court orders; reporting

incidents of non-compliance and other reports as described in the EMP Operational Procedures Manual to the appropriate authorities.

- 5.7 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken resolve the problem and how recurrence of the problem will be prevented.
- 5.8 Contract Manager – As used herein, the term "Contract Manager" shall mean the Probation representative with authority for COUNTY on contractual or administrative matters relating to the contract.
- 5.9 Curfew - As used herein, the term "Curfew" shall mean the hours during which a participant is required to be at home, within range of the monitoring receiver.
- 5.10 Day(s) - As used herein, the term "day(s)" shall mean calendar days, not business or working days.
- 5.11 Enrollment - As used herein, the term "Enrollment" shall mean the process of instructing a participant in the program guidelines, assessing fees, obtaining signed participation agreement, attaching transmitter to the participant and installing the equipment in the participant's home. Enrollment is not complete until a successful "transmit" message is received from the equipment in the participant's home by the CONTRACTOR'S monitoring center.
- 5.12 Financial Assessment - As used herein, the term "financial assessment" shall mean completing Probation Department approved standardized forms to determine participant's ability to pay program fees.
- 5.13 Hook-up - As used herein, the term "hook-up" shall refer to that part of the enrollment process where the transmitter is fitted to the participant.
- 5.14 Hours - As used herein, the term "hours" shall mean sequential sixty (60) minute time frames.
- 5.15 Indigent Offenders - As used herein, the term "indigent offenders" shall refer to those program participants who, after a financial evaluation, are found to be unable to pay any program fees and, therefore, qualify for program participation at no fee.

- 5.16 Installation - As used herein, the term "installation" shall refer to that part of the enrollment process where the monitoring equipment is installed in the participant's home by a authorized employee of the CONTRACTOR, equipment switched on and successful "transmit" message received.
- 5.17 Mandatory Terms - As used herein, the use of the terms "must" and "will" in this document are synonymous with "shall" and "mandatory".
- 5.18 Orientation - As used herein, the term "orientation" shall refer to that part of the enrollment process where the participant is instructed in the program guidelines, a fee assessment is completed, participant signs required documents to be accepted into the program, and arrangements are made for the installation of the monitoring equipment.
- 5.19 Project Director – As used herein, the term "Project Director" is the CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 5.20 Rules and Regulations - As used herein, the term "rules and regulations" shall mean the terms and conditions of program participation as approved and adopted by the Board of Supervisors, pursuant to PC 1203.016.
- 5.21 Subcontractor - As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with Contract.
- 5.22 System - As used herein, the term "System" shall mean all hardware, software, services and documentation (including all enhancements thereto), developed for the Probation Department's Electronic Monitoring Program.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY will administer the Contract according to the Contract Paragraph 6.0, Administration of Contract – COUNTY. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

6.2 Furnished Items

COUNTY shall provide CONTRACTOR with no real property and/or equipment necessary to perform the services required by the Statement of Work.

CONTRACTOR

6.3 Project Director

- 6.3.1 The CONTRACTOR shall provide its own full time officer or employee as an on-site Project Director and clearly identify the person in the proposal. The Project Director or an approved alternate shall be assigned on-site locally, Monday through Friday and available by pager for telephone contact twenty-four (24) hours a day Monday through Sunday including COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department, and have access to technical assistance at all times.
- 6.3.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.
- 6.3.3 Project Director shall act as a central point of contact with the County. Project Director shall have at least two (2) years of demonstrated previous experience within the last five (5) years providing multiple drug screening anti-drug abuse testing services or functions of similar scope.
- 6.3.4 Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

- 6.3.5 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.3.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

6.4 Other CONTRACTOR Personnel

- 6.4.1 The CONTRACTOR shall be responsible for providing trained staff to fulfill the contract service. Training shall include, but not be limited to, policies and procedures, equipment and monitoring, case management techniques, documentation procedures, participant compliance procedures, and participant fee assessment procedures.
- 6.4.2 The CONTRACTOR shall provide a branch manager for each office location where participants report. The branch manager shall not have any participant cases assigned to him/her.
- 6.4.3 The CONTRACTOR'S staffing ratio for case managers must be maintained at one (1) case manager for every seventy-five (75) program participants, plus or minus eight percent (8%). COUNTY may require a lower ratio for caseloads of high-risk offenders.
- 6.4.4 All operational personnel shall be able to speak, read, write, and understand English.
- 6.4.5 The CONTRACTOR shall demonstrate the ability to provide services for non-English speaking and hearing impaired participants.
- 6.4.6 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to its computer system, database or records of participants monitored by this system have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Technical Exhibit 3.)
- 6.4.7 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The

CONTRACTOR shall be responsible for immediately removing and replacing within twenty (24) hours any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

- 6.4.8 COUNTY reserves the right to have Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR.

6.4.9 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.4.9.1 through 6.4.9.6. On at least a quarterly basis, CONTRACTOR(s) shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

6.4.9.1 No personnel employed by CONTRACTOR or subcontractor for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

6.4.9.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

6.4.9.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any individual for this contract service.

6.4.9.4 CONTRACTOR and employees of CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.

6.4.9.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/ record checks based

on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

- 6.4.9.6 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S employees; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check and is subject to change by the State.

6.5 CONTRACTOR Furnished Items

CONTRACTOR shall provide all personnel and equipment, including consumable supplies, necessary to perform all services required by the Statement of Work.

6.6 CONTRACTOR'S Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR'S performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" or the "Other Contractor Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Contract Section 8.1, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

8.0 RIGHT OF INSPECTION

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

8.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contract Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR performance.

9.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

10.0 INSURANCE REQUIREMENTS

CONTRACTOR shall be responsible for complying with insurance requirements described in the Contract Section 8.23, General Insurance Requirements

11.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

A standard level of performance will be required of CONTRACTOR in the areas of electronic monitoring services. Exhibit L summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit L, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Charge the CONTRACTOR a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

EXHIBIT B
INTENTIONALLY OMITTED

EXHIBIT C
INTENTIONALLY OMITTED

~~REQUIRED FORMS - EXHIBIT 9~~

PROPOSER'S EEO CERTIFICATION

Sentinel Offender Services, LLC
Company Name


220 Technology Drive Suite 200 Irvine CA 92618
Address

33-0929945
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION | YES | NO |
|---|-------|-----|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | (x) | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | (x) | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | (x) | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | (x) | () |


Signature

Date 1/12/2006

Julie L. Hunt, Director HR
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Yolanda Young
Title: Director of Contracts and Grants Management Division
Address: 9150 E. Imperial Hwy. A-66
Downey, CA 90242
Telephone: (562) 940-2728
Facsimile: (562) 803-6585
E-Mail: yolanda.young@laprob.org

COUNTY PROJECT MANAGER:

Name: Craig Brown
Title: Pretrial Services Director
Address: 3530 Wilshire Blvd. Ste. 501
Los Angeles, CA 90010
Telephone: (213) 351- 0371
Facsimile: (213) 383-7590
E-Mail: craig.brown@laprob.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Jennifer Donnell
Title: Contract Monitor Supervisor
Address: 11701 Alameda St. Ste. 3220
Lynwood, CA 90262
Telephone: (323) 357-5549
Facsimile:
E-Mail: jennifer.donnell@laprob.org

COUNTY CONTRACT ANALYST

Name: Venezia Mojarro
Title: Contract Analyst
Address: 9150 E. Imperial Hwy. B-62
Downey, CA 90242
Telephone: (562) 940-2677
Facsimile: (562) 803-6585
E-Mail: venezia.mojarro@laprob.org

**CONTRACTOR'S ADMINISTRATION
SENTINEL OFFENDER SERVICES, LLC**

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Lupe Martinez
Title: Project Manager
Address: 17143 Lakewood Blvd.
Bellflower, CA 900406
Telephone: (562) 272-4288
Facsimile: (562)272-4293
E-Mail: lmartinez@sentrak.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Contestabile
Title: President
Address: 220 Technology Dr. #200
Irvine, CA 92618
Telephone: (800) 929-8201
Facsimile: (949) 453-1554
E-Mail: bcontestabile@sentrak.com

Notices to Contractor shall be sent to the following address:

Name: Alan Valasquez
Title: Vice President
Address: 220 Technology Dr. Ste. 200
Irvine, CA 92618
Telephone: (949) 453-1550
Facsimile: (949) 453-1554
E-Mail: avelasquez@sentrack.com

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

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CONTRACTOR EMPLOYEE JURY SERVICE

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6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

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1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Ella Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Glrita Molina, Supervisora, Primer Distrito

Worrie Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por tener a lo que pasara si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

IRS NOTICE 1015
(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,682 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 200401



PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REQUIRED SERVICES | PERFORMANCE INDICATOR | ACCEPTABLE QUALITY LEVEL | METHOD OF SURVEILLANCE | LIQUIDATED DAMAGES EXCEEDING THE AQL |
|---|---|--------------------------|---|---|
| Contract payments Contract 5.0 | Monthly payment report from FSD | 100% | - Review monthly reports | \$100 per day until rectified |
| Overall compliance with Scope of Work. Exhibit A, 1.0 | Daily operation activities and user complaints | 95% | - Random Inspections - Random Samplings - Information from Contractor Reports | \$100 per day until rectified |
| Overall compliance with Specific Tasks. Exhibit A, 2.0 | Daily operation activities and user complaints | 95% | - Random Inspections - Random Samplings - Information from Contractor Reports | \$100 per day until rectified |
| Prepare and submit monthly reports Exhibit A, 4.4 | Reports submitted from contractor. County /contractor records | 100% | - Random Inspections - Random Sampling - Information from Contractor Reports | \$250 per incident per occurrence |
| None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Exhibit A, 6.4.9.1 | Quarterly reports Criminal Identification and Investigation reports | 100% | - Random Inspections - Random Samplings | Up to \$100 per employee per occurrence |
| Fingerprint Contractor's current employees and prospective employees prior to employment. Exhibit A, 6.4.9.5 | Adhere to County requirements | 100% | - Random Inspections - Random Inspections | Up to \$100 per employee per occurrence |
| Contractor shall reimburse County for record check. Exhibit A, 6.4.9.6 | Adhere to County requirements | 100% | - Random Inspections - Random Samplings | Up to \$100 per employee per occurrence |
| Quality Control Plan Exhibit A, 3 | Adhere to County requirements | 100% | - Random Inspections - Random Samplings | Up to \$100 per occurrence |
| Contractor's Publicity Contract, 8.37 | Adhere to County requirements | 100% | - Random Inspections - Random Samplings | Up to \$100 per occurrence |

CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

_____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

~~REQUIRED FORMS - EXHIBIT 15~~
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

SENTINEL OFFENDER SERVICES, LLC DE 2000

Name _____

State

Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the COUNTY(s) of registration:

Name _____

County of Registration

Year became DBA

NOT APPLICABLE

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

Name of parent firm:

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

Name _____

Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

not applicable

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(List each minimum requirement stated in Paragraph 1.4

Check the appropriate boxes:

- ☒ Yes ☐ No Sub-paragraph 1.4.1 Attended mandatory Proposer's conference on 12-20-2005
☒ Yes ☐ No Sub-paragraph 1.4.2 Submitted proposal by 12:00 noon on 01-13-2006
☒ Yes ☐ No Sub-paragraph 1.4.3 Demonstrated 3 years experience within the past 3 years
☒ Yes ☐ No Sub-paragraph 1.4.4 Willingness to consider hiring GAIN/GROW participants
☒ Yes ☐ No Sub-paragraph 1.4.5 Certified intent to comply with County's Jury Service Program
☒ Yes ☐ No Sub-paragraph 1.4.6 Complies the RFP format and requirements

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Chief Probation Officer or his/her designee's sole judgment and his/her judgment shall be final.

Proposer's Name:

Sentinel Offender Services, LLC

Address:

220 Technology DR. Suite 200


Irvine CA 92618

E-mail address:

Telephone number: 949-453-1550

Fax number:

On behalf of Sentinel Offender Services (Proposer's name), I Robert Contestabile
 (Name of Proposer's authorized representative), certify that the information contained in this
 Proposer's • Organization Questionnaire/Affidavit is true and correct to the best of my information
 and belief.


 Signature

President
 Title

1/12/2006
 Date

33-0929945

Internal Revenue Service
 Employer Identification Number

200629810042

California Business License Number

10542401

County WebVen Number

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Page 1 of 4

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller.

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to five years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Page 2 of 4

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Page 3 of 4

2.202.040 Debarment of Contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other

public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed five years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

**TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

Page 4 of 4

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

~~REQUIRED FORMS - EXHIBIT 6~~

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.


Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Robert A. Contestabile

Proposer Name

President

Proposer Official Title


Official's Signature

~~REQUIRED FORMS - EXHIBIT 7~~

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:  Date: 1/12/06

~~REQUIRED FORMS - EXHIBIT 10~~ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☒ NO

- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer Organization: Sentinel Offender Services, LLC

Signature: 

Print Name: Julie L. Hunt

Title: Director HR Date: 1/12/2006

Tel.#: 949 453 1550 Fax #: 949 453-1554

REQUIRED FORMS - EXHIBIT 13

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|---|------------------|------------------------|
| Company Name: <u>Sentinel Offender Services, LLC</u> | | |
| Company Address: <u>220 Technology Dr. Suite 200</u> | | |
| City: <u>Irvine</u> | State: <u>CA</u> | Zip Code: <u>92618</u> |
| Telephone Number: <u>949 453-1550</u> | | |
| Solicitation For <u>Electronic Monitoring</u> Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|----------------------------------|--|
| Print Name: <u>Julie L. Hunt</u> | Title: <u>Director Human Resources</u> |
| Signature: <u>Julie L. Hunt</u> | Date: <u>1/12/2006</u> |

Bid Information**Bid Number :** 6400509**Bid Title :** Electronic Monitoring Program**Bid Type :** Service**Department :** Probation**Commodity :** CORRECTIONAL SERVICES**Open Date :** 12/2/2005**Closing Date :** 1/13/2006 12:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : The County of Los Angeles Probation Department is requesting proposals from qualified PROPOSERS to provide services necessary to operate a continuous electronic monitoring program (EMP) of adult offenders throughout the County of Los Angeles. The successful PROPOSER will be responsible for the following: (1) providing staff necessary to monitor and document the activities of the program participants on a daily 24 hour continuous basis, (2) notifying appropriate authorities by standardized reports of a participant's compliance, or lack thereof, to these requirements, (3) providing and maintaining highly dependable electronic monitoring equipment (including, but not limited to, radio frequency and GPS) deemed appropriate by the County to ensure that program participants are monitored on a daily twenty-four (24) hour continuous basis, (4) providing a sufficient number of branch offices located in various geographic locations within the North, South, East and West regions of the County.

Interested and qualified CONTRACTORS who have demonstrated their experience in providing services of this type are invited to participate in this solicitation process. A mandatory proposer's conference is scheduled for Tuesday, December 20, 2005 @ 9:00 a.m. at the Lynwood Regional Justice Center Auditorium, 11701 Alameda St. Lynwood, CA 90262. For a copy of RFP# 6400509, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the mandatory proposer's conference, contact Venezia Mojarro at (562) 940-2677 by 12:00 p.m., Monday, December 19, 2005. Deadline for submitting proposals is 12:00 p.m. PST on Friday, January 13, 2006.

Contact Name : Venezia Mojarro**Contact Phone# :** (562) 940-2677**Contact Email :** venezia.mojarro@laprob.org**Last Changed On :** 12/5/2005 9:24:30 AM[Back to Last Window](#)[Back to Award Main](#)